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United States Department of Agriculture,

INSECTICIDE AND FUNGICIDE BOARD.

J. K. HAYWOOD, *Chairman*; M. B. WAITE, A. L. QUAINANCE, J. A. EMERY.

SERVICE AND REGULATORY ANNOUNCEMENTS.¹

No. 25.

NOTICES OF JUDGMENT UNDER THE INSECTICIDE ACT OF 1910.

N. J. 426-450.

[Given pursuant to section 4 of the Insecticide Act of 1910.]

426. Misbranding of Sic-Em Powder. U. S. v. The Dent Medicine Co.
Plea of guilty. Fine, \$25. (I. & F. No. 532. Dom. No. 12435.)

On November 8, 1917, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against The Dent Medicine Co., a corporation, Newburgh, N. Y., alleging the sale and delivery by said defendants, on October 11, 1915, of a quantity of an article, contained in 12 cans, designated "Sic-Em Powder," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910. It was alleged further that on February 4, 1916, The Kells Co., a corporation, Newburgh, N. Y., shipped and delivered for shipment from the State of New York into the State of Washington the said article contained in the said 12 cans in the identical condition as then received by it from The Dent Medicine Co.; that before the time of the said shipment of the article by The Kells Co., The Dent Medicine Co. delivered to The Kells Co. an invoice describing the article and bearing a guaranty as follows: "We the undersigned do hereby guarantee that the articles of food and drugs listed herein are not adulterated or misbranded within the meaning of the Federal Food and Drugs Act of June 30th, 1906, as amended, and that any insecticide or fungicide contained in this shipment are not adulterated or misbranded within the meaning of the Federal Insecticide Act of 1910. The Dent Medicine Co. Wm. A. Bruette"; and that by reason of the said guaranty The Dent Medicine Co. were amenable to the prosecutions, fines, and penalties which would otherwise attach to The Kells Co.

Misbranding of the article was alleged in the information (1) in that the labels on the cans bore a statement regarding the article which was false and

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misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that a statement borne on the labels of the cans, to wit, "4 Ounces Net Weight," conveyed the meaning and impression that each and every one of the cans contained 4 ounces of the article, whereas, in fact and in truth, each and every one of the cans did not contain 4 ounces of the article. Misbranding of the article was alleged further in that it was in package form and the contents stated in terms of weight, and they were not plainly and correctly stated on the outside of the cans in this, that the statement, to wit, "4 Ounces Net Weight," borne on each of the labels on the outside of the cans purported to state that the contents of each of the cans were 4 ounces of the article, whereas, in fact and in truth, the contents of each of the cans were not 4 ounces of the article, but the contents of some were less than 4 ounces thereof.

On November 15, 1917, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$25.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., March 31, 1919.

427. Misbranding of "Kresol Saponified." U. S. v. Wisconsin Pharmacal Co. Plea of guilty. Fine, \$25. (I. & F. No. 547. Dom. No. 12147.)

On October 11, 1917, the United States attorney for the Eastern District of Wisconsin, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Wisconsin Pharmacal Co., a corporation, Milwaukee, Wis., alleging the shipment by said defendant, on December 1, 1915, from the State of Wisconsin into the State of Minnesota, of a quantity of an article, contained in one dozen bottles, labeled "Kresol Saponified," which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that it consisted partially of an inert substance, to wit, water, which does not prevent, destroy, repel, or mitigate insects or fungi, and the name and the percentage amount of the said inert substance were not stated plainly and correctly, or at all, on each or any of the labels, nor, in lieu thereof, were the names and percentage amounts of each and every ingredient of the article having insecticidal and fungicidal properties, and the total percentage of the said inert ingredient present in the article, stated plainly and correctly, or at all, on each of any of the labels.

On January 25, 1918, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$25.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *March 3, 1919.*

428. Adulteration and misbranding of "Keifer's Disinfectant and Germicide." Misbranding of "Keifer's Ant Eradicator." Misbranding of "Keifer's Head Lice Ointment." Misbranding of "Keifer's Rat and Roach Powder." U. S. v. Fred B. Keifer (The F. B. Keifer Co., The Keifer Drug Co.). Plea of guilty. Fine, \$20 and costs. (I. & F. No. 554. Dom. Nos. 12127, 12128, 12129, 12130.)

On November 30, 1917, the United States attorney for the Eastern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Fred B. Keifer, trading and doing business under the name and style of The F. B. Keifer Co., and under the name and style of The Keifer Drug Co., Marshall, Ill., alleging the shipment by said defendant, from the State of Illinois into the State of Indiana, on June 7, 1916, of articles as follows: A quantity of an article, contained in three cans, labeled "Keifer's Disinfectant and Germicide," which was an adulterated and misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910; a quantity of an article, contained in two cans, labeled "Keifer's Ant Eradicator," which was a misbranded insecticide within the meaning of the said act; a quantity of an article, contained in six packages, labeled "Keifer's Head Lice Ointment," which was a misbranded insecticide within the meaning of the said act; and a quantity of an article, contained in six cans, labeled "Keifer's Rat and Roach Powder," which was a misbranded insecticide within the meaning of the said act.

Adulteration of the article labeled "Keifer's Disinfectant and Germicide" was alleged in the information in that the strength and purity of the article fell below the professed standard and quality under which it was sold, in this, that labels on each of the cans bore the statement, "Keifer's Disinfectant and Germicide. Guaranteed to be 5 to 6 times as strong bacteriologically as pure carbolic acid," which purported and professed that the article was from five to six times as strong bacteriologically as pure carbolic acid, whereas the strength and purity of the article fell below the said professed standard and quality in that, in fact and in truth, the article was less than five times as strong bacteriologically as pure carbolic acid. Misbranding of the article was alleged (1) in that the labels of the packages bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that the statement, "Keifer's Disinfectant and Germicide. Guaranteed to be 5 to 6 times as strong bacteriologically as pure carbolic acid," borne on the labels of the cans, represented that the article was from five to six times as strong bacteriologically as pure carbolic acid, whereas, in fact and in truth, the article was less than five times as strong bacteriologically as pure carbolic acid; and in this, that the statement, "Disinfecting Hen Houses—Spray or sprinkle thoroughly with a solution made by mixing the contents of a can with ten gallons of water," represented that the article, when used and applied in the method and manner and in the strength and proportion as directed by the said statement, would be effective as a disinfectant for hen houses, whereas, in fact and in truth, the article, when used and applied in the said method and manner and in the said strength and proportion, would not be effective as a disinfectant for hen houses; and in this, that the statement, "Animal Dip—Use one part to 50 parts of water," borne on the labels of the cans, represented that the article, when used and applied in the method and manner and in the strength and proportion as directed by the said statement, would be effective as a dip for all conditions and purposes for which live-stock dips are used,

whereas, in fact and in truth, the article, when used and applied in the said method and manner and in the said strength and proportion, would not be effective as a dip for all conditions and purposes for which live-stock dips are used. Misbranding of the article was alleged further in that it consisted partially of an inert substance, water, which said inert ingredient does not prevent, destroy, repel, or mitigate insects or fungi, and the name and the percentage amount of said inert ingredient were not stated plainly and correctly, or at all, on each or any of the labels, nor in lieu of the name and the percentage amount of the inert ingredient, were the names and the percentage amounts of each and every ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the said inert ingredient, stated plainly and correctly, or at all, on each or any of the labels.

Misbranding of the article labeled "Keifer's Ant Eradicator" was alleged in the information in that the article consisted partially of inert substances, to wit, substances other than tartar emetic, which said inert substances do not prevent, destroy, repel, or mitigate insects, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly, or at all, on each or any label on the cans containing the article, nor in lieu of the names and percentage amounts of the said inert ingredients, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredients present in the article, stated plainly and correctly, or at all, on each or any label on the cans containing the article.

Misbranding of the articles labeled "Keifer's Head Lice Ointment," was alleged in the information in that the article was in package form and the contents of each of the packages were stated in terms of measure, but the said contents were not plainly and correctly stated on the outside of the packages, in this, that labels on the packages bore the statement, "Contents 2 Ozs.," which operated to state that the contents of each of the packages were 2 ounces of the article, whereas, in fact and in truth, the contents of each of the packages were less than 2 ounces of the article.

Misbranding of the article labeled "Keifer's Rat and Roach Powder" was alleged in the information (1) in that labels on the cans containing the article bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement, "Keifer's Rat and Roach Powder * * * For this reason we have prepared a mixture which is * * * highly destructive to * * * roaches. For roaches sprinkle wherever they frequent," borne on each of the labels, represented that the article, when used in the method and manner as directed by the said statement, would be effective against roaches, whereas, in fact and in truth, the article, when used in the said method and manner, would not be effective against roaches. Misbranding of the article was alleged further in that it consisted entirely of inert substances which do not and did not prevent, destroy, repel, or mitigate insects, and the names and the percentage amounts of the said inert ingredients were not stated plainly and correctly, or at all, on each or any label on the cans containing the article. Misbranding of the article was alleged further in that a circular was packed and contained in each of the cans containing the article which bore the statement, "Keifer's Rat and Roach Powder * * * For this reason we have prepared a mixture which is * * * highly destructive to * * * roaches," which statement was false and misleading in that it represented

that the article, when used in the method and manner as directed by the statement, would be effective against roaches. whereas, in fact and in truth, the article, when used in the said method and manner, would not be effective against roaches.

On March 4, 1918, the defendant entered a plea of guilty, and the court imposed a fine of \$20 and costs.

C. F. MARVIN,
Acting Secretary of Agriculture.

WASHINGTON, D. C., *March 31, 1919.*

429. Adulteration and misbranding of "All-In-One Spray." U. S. v. 18 Cans of "All-In-One Spray." Decree pro confesso. Product ordered destroyed. (I. & F. No. 571. Dom. No. 13022. S. 44.)

On October 1, 1917, the United States attorney for the Southern District of Ohio, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the seizure for condemnation of 18 cans of an article labeled in part "All-In-One Spray * * * Manufactured Solely by Buffalo Specialty Company, Buffalo, N. Y., U. S. A., Bridgeburg, Ont., Canada," 12 of which cans purported to contain 1 pint each of the article, and 6 of which cans purported to contain 1 gallon each of the article. It was alleged in the libel that the article so contained had been transported from the State of New York into the State of Ohio; that it remained unsold in the original packages at Cincinnati, Ohio; and that it was an adulterated and misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel in that its strength and purity fell below the professed standard and quality under which it was sold; that is to say, a statement borne on the labels on each of the cans purported and professed that the standard and quality of the article were such that it contained and consisted of arsenic in water-soluble form in a proportion equivalent to one-half of one per cent of metallic arsenic, and that the article contained and consisted of water in the proportion of forty-one and thirty-nine one-hundredths per cent, and that the article contained and consisted of active ingredients in the proportion of thirty-eight and eleven one-hundredths per cent, whereas the strength and purity of the article fell below the said professed standard and quality in that the article, in truth and in fact, contained and consisted of arsenic in water-soluble form in a proportion equivalent to more than one-half of one per cent of metallic arsenic, the article contained and consisted of water in a proportion greater than forty-one and thirty-nine one-hundredths per cent, and the article contained and consisted of active ingredients in a proportion less than thirty-eight and eleven one-hundredths per cent. Adulteration of the article was alleged further in that statements borne on the labels represented that the article was intended to be used on vegetation, to wit, all kinds of plum trees, in a method and manner directed by said statements, whereas, the article, when used in the method and manner directed, on Japanese plum trees, contained a substance or substances which caused injury to the foliage of such trees.

Misbranding of the article was alleged (1) in that the labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne on the labels represented that the article contained and consisted of arsenic in water-soluble form in a proportion equivalent to one-half of one per cent of metallic arsenic; that the article contained and consisted of water in the proportion of forty-one and thirty-nine one-hundredths per cent, and that the article contained and consisted of active ingredients in the proportion of thirty-eight and eleven one-hundredths per cent, whereas, in fact and in truth, the article contained and consisted of arsenic in water-soluble form in a proportion equivalent to more than one-half of one per cent of metallic arsenic, the article contained and consisted of water in a proportion greater than forty-one and thirty-nine one-hundredths per cent, and the article contained and consisted of active ingredients in a proportion less than thirty-eight and eleven one-hundredths per cent; and in this, that statements borne on the labels represented that the article, when

prepared and applied in the strengths and proportions and in the method and manner directed by said statements, would be effective against aphids, San Jose scale, oyster scale, all borers, all caterpillars, all insects, all bugs, all worms, all fungi, and all mildews that attack or affect fruit trees, shade trees, shrubs, or vines, whereas in fact and in truth, the article, when prepared and applied in the strengths and proportions and in the method and manner directed by the said statements, would not be effective against aphids, San Jose scale, oyster scale, all borers, all caterpillars, all insects, all bugs, all worms, all fungi, or all mildews that attack or affect fruit trees, shade trees, shrubs, or vines; and in this, that a statement borne on the labels represented that the article, when prepared and applied in the strength and proportion directed by the said statement, would be effective against potato bugs, whereas, in fact and in truth, the article, when prepared and applied in the strength and proportion and in the method and manner directed by the said statement, would not be effective against potato bugs; and in this, that a statement borne on the labels represented that the article, when prepared and applied in the strength and proportion and in the method and manner directed by the said statement, would be effective against San Jose scale, whereas, in fact and in truth, the article when prepared and applied in the strength and proportion and in the method and manner directed by the said statement, would not be effective against San Jose scale.

On March 5, 1918, no claim or answer having been filed and a decree pro confesso having been entered, it was ordered by the court that the product be destroyed by the United States marshal.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *March 31, 1919.*

**430. Adulteration and misbranding of "Dr. Korinek's Lice Powder."
U. S. v. Korinek Remedy Co. Plea of guilty. Fine, \$10. (I. & F.
No. 535. Dom. No. 12410.)**

On March 7, 1918, the United States attorney for the District of Oregon, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Korinek Remedy Co., a corporation, Portland, Oreg., alleging the shipment by said defendant, on June 1, 1916, from the State of Oregon into the State of Washington, of a quantity of an article, contained in six packages, labeled "Dr. Korinek's Lice Powder," which was an adulterated and misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that a statement borne on the label of the package purported and professed that the standard and quality of the article were such that it contained naphthalene in a proportion not less than 9.32 per centum, whereas the strength and purity of the article fell below the said professed standard and quality in that, in fact and in truth, the article did not contain naphthalene in a proportion of 9.32 per centum.

Misbranding of the article was alleged (1) in that the labels on the packages bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels of the packages represented that the article contained naphthalene in a proportion not less than nine and thirty-two one-hundredths per cent, whereas, in fact and in truth, the article contained naphthalene in a proportion less than nine and thirty-two one-hundredths per cent; and in this, that a statement borne on the labels of the packages represented that the article, when used in the method and manner directed, would be effective against ticks on cattle, whereas, in fact and in truth, the article, when used in the method and manner directed, would not be effective against ticks on cattle; and in this, that a statement borne on the labels of the packages represented that the article, when used in the method and manner directed, would be effective against all bugs that infest squash, cucumber, and melon vines, whereas, in fact and in truth, the article, when used in the method and manner directed, would not be effective against all bugs that infest squash, cucumber, or melon vines; and in this, that statements borne on the labels of the packages represented that the article would be effective in disinfecting and deodorizing sinks, urinals, vaults, stables, slaughterhouses, dog kennels, cellars, and closets, whereas, in fact and in truth, the article would not be effective in disinfecting and deodorizing sinks, urinals, vaults, stables, slaughterhouses, dog kennels, cellars, or closets; and in this, that statements borne on the labels of the packages represented that the article, when used and applied in the method and manner directed would be effective against cabbage worms, whereas, in fact and in truth, the article, when used in the method and manner directed, would not be effective against cabbage worms. Misbranding of the article was alleged further in that statements borne on circulars or pamphlets, packed and contained in a box or case in which the packages of the article were shipped, bore statements regarding the article which were false and misleading: In this, that a statement borne on the circulars or pamphlets represented that the article would be effective against ticks on cattle, whereas, in fact and in truth, the article would not be effective against ticks on cattle; and in this, that a statement borne on the circulars or pamphlets represented that the article would be effective against all bugs and other pests that infest squash, cucumber, and melon vines, whereas, in fact and

in truth, the article would not be effective against all bugs and other pests that infest squash, cucumber, and melon vines; and in this, that a statement borne on the circulars or pamphlets represented that the article would be effective for deodorizing and purifying sinks, urinals, vaults, stables, slaughterhouses, dog kennels, cellars, and closets, whereas, in fact and in truth, the article would not be effective for deodorizing and purifying sinks, urinals, vaults, stables, slaughterhouses, dog kennels, cellars, or closets; and in this, that a statement borne on the circulars or pamphlets, to wit, "Dust your poultry occasionally to keep them free from Lice and Mites," operated to state that the article would be effective against mites on poultry when used as directed, whereas, in fact and in truth, the article would not be effective against mites on poultry when used as directed; and in this, that a statement borne on the circulars and pamphlets represented that the article would be effective against cabbage worms, whereas, in fact and in truth, the article would not be effective against cabbage worms.

On March 7, 1918, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$10.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *March 31, 1919.*

431. Adulteration and misbranding of "Arsenate of Lead Powder." U. S. v. Riches, Piver & Co. Plea of guilty. Fine, \$100. (I. & F. No. 538. Dom. No. 12118.)

On February 5, 1918, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Riches, Piver & Co., a corporation, New York, N. Y., alleging the sale and delivery by said defendant to Leggett & Brother, a corporation, New York, N. Y., on June 28, 1915, of a quantity of an article contained in 50 cans, and on January 17, 1916, of a quantity contained in 450 cans, designated and purporting to be lead arsenate; that on January 19, 1916, Leggett & Brother shipped and delivered for shipment from the State of New York into the State of Kentucky the said cans of the article; that when so shipped and delivered for shipment by Leggett & Brother the article was an adulterated and misbranded insecticide within the meaning of the Insecticide Act of 1910; that the cans and their contents were not altered in any manner whatever after the sale and delivery by Riches, Piver & Co. to Leggett & Brother, and before the shipment and delivery for shipment by Leggett & Brother, and when shipped and delivered for shipment by Leggett & Brother, were intact and in the identical condition as when received by Leggett & Brother from Riches, Piver & Co.; and that before the sale and delivery of the article by Riches, Piver & Co., to Leggett & Brother, Riches, Piver & Co. made and delivered to Leggett & Brother a guaranty, as follows: "We, the undersigned, Riches, Piver & Co., doing business at 30 Church St., New York, N. Y., do hereby guarantee unto Leggett & Brother, doing business at 301 Pearl St., New York N. Y., that any and all articles referred to or defined by the Insecticide Act of 1910 which we have sold, or may at any time hereafter sell or deliver to said Leggett & Brother, will comply with all the provisions of said Act, and are not and shall not be in any manner adulterated or misbranded within the meaning of said Act. It is expressly understood that this shall be a continuing guarantee until notice of revocation be given in writing. Dated at New York this first day of February, 1915. Riches, Piver & Co., by Geo. Riches, Pres." It was further alleged that by reason of the said guaranty Riches, Piver & Co. were amenable to the prosecution, fines and penalties which would otherwise attach to Leggett & Brother.

It was alleged in the information that the article, when shipped and delivered for shipment by Leggett & Brother, was adulterated in that a statement, to wit, "Arsenate of Lead Powder," borne on the labels on the cans purported and professed that the standard and quality of the article were that of lead arsenate, whereas the strength and purity of the article fell below the said professed standard and quality in that, in truth and in fact, the article was not lead arsenate. Adulteration of the article was alleged further in that the statement, to wit, "Arsenate of Lead Powder," purported and represented that the article was lead arsenate, whereas, in fact and in truth, substances other than lead arsenate, to wit, calcium arsenate and calcium carbonate, had been substituted in whole or in part for the article.

Misbranding of the article was alleged in that the statement, to wit, "Arsenate of Lead Powder," purported and represented that the article was lead arsenate, whereas, in fact and in truth, the article was not lead arsenate, but was an imitation of lead arsenate, and was offered for sale under the name of another article, to wit, lead arsenate. Misbranding of the article was alleged further (1) in that labels on the cans bore statements which were false and misleading, and (2) in that the article was labeled and branded so as to deceive

and mislead the purchaser, in this, that the statement, to wit, "Arsenate of Lead Powder," borne on the labels on the cans, represented that the article consisted of lead arsenate powder, whereas, in fact and in truth, the article did not consist of lead arsenate powder.

On March 20, 1918, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$100.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *March 31, 1919.*

432. Misbranding of "Cedar Oil." U. S. v. A. G. Jacobus' Sons, Inc. Plea of guilty. Fine, \$25. (I. & F. No. 557. Dom. No. 11315.)

On February 26, 1918, the United States attorney for the District of New Jersey, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against A. G. Jacobus' Sons, Inc., a corporation, Verona, N. J., alleging the shipment by said defendant, on June 8, 1916, from the State of New Jersey into the District of Columbia, of a quantity of an article, contained in 10 cans, labeled "Cedar Oil," which was a misbranded fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that a statement borne on the labels of the cans represented that each of the cans contained 8 fluid ounces of the article, whereas, in fact and in truth, each of the cans contained less than 8 fluid ounces thereof. Misbranding of the article was alleged further in that it was in package form and the contents of each of the cans were stated in terms of measure, on the label on the outside of each can, and the statement, to wit, "Net contents 8 oz.," purported to state that the contents of each of the cans was 8 fluid ounces of the articles, whereas the contents of the cans were not plainly and correctly stated on the outside thereof, in that each of the cans, in fact and in truth, contained less than 8 fluid ounces of the article.

On March 18, 1918, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$25.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., March 31, 1919.

433. Adulteration and misbranding of "Solpo." U. S. v. American Disinfecting Co., Inc. Plea of guilty. Fine, \$20 and costs. (I. & F. No. 569. Dom. No. 12867.)

On December 22, 1917, the United States attorney for the Western District of Missouri, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the American Disinfecting Co., Inc., a corporation, Sedalia, Mo., alleging the shipment by said defendant, on or about September 18, 1916, from the State of Missouri into the State of Texas, of a quantity of an article, contained in 12 cans, labeled "Solpo," which was an adulterated and misbranded fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that a statement borne on the label of the cans, to wit, "Solpo * * * Soluble Pine Concentrated Disinfectant and Germicide * * * Many times strength pure carbolic acid," purported and professed that the standard and quality of the article were such that the article was many times stronger in germicidal and disinfecting properties than is pure carbolic acid, whereas the strength of the article fell below the said professed standard and quality in that, in fact and in truth, the article was much weaker in germicidal and disinfecting properties than is pure carbolic acid.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this: That a statement borne on the labels on the cans represented that the article, when used in the strength and proportion directed, would destroy disease germs and bad odors, and would clean and disinfect floors, woodwork, marble, tile, urinals, toilets, sinks, garbage cans, and cuspidors, whereas, in fact and in truth, the article, when used in the strength and proportion directed, would not destroy disease germs or bad odors, and would not clean or disinfect floors, woodwork, marble, tile, urinals, toilets, sinks, garbage cans, or cuspidors; and in this, that a statement borne on the labels of the cans represented that the article was many times stronger in germicidal and disinfecting properties than is pure carbolic acid, whereas, in fact and in truth, the article was much weaker in germicidal and disinfecting properties than is pure carbolic acid.

On March 28, 1918, the defendant company having entered a plea of guilty to the information, the court imposed a fine of \$20 and costs.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., March 31, 1919.

434. Misbranding of "Max Geisler's Fluid Mite Exterminator." U. S. v. Max Geisler. Plea of guilty. Fine, \$10 and costs. (I. & F. No. 527. Dom. No. 12403.)

On October 27, 1917, the United States Attorney for the District of Nebraska, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Max Geisler, Omaha, Nebr., alleging the shipment by said defendant, on May 17, 1916, from the State of Nebraska into the State of Oregon, of a quantity of an article, contained in 24 bottles, labeled "Max Geisler's Fluid Mite Exterminator," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne on cartons inclosing the bottles of the article represented that the article, when used and applied in the method and manner and in the strength and proportion directed, would be effective against mites that infest pet birds, whereas, in fact and in truth, the article, when used and applied in the method and manner and strength and proportion directed, was not an effective remedy against mites that infest pet birds.

On April 18, 1918, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$10 and costs.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., March 31, 1919.

435. Adulteration and misbranding of "Mack's Perfectly Pure Uncolored Dalmatian Insect Powder." U. S. v. William Mack (The Peptoast Co.). Plea of guilty. Fine, \$10. (I. & F. No. 590. Dom. No. 12929.)

On April 16, 1918, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against William Mack, doing business under the name and style of The Peptoast Co., New York, N. Y., alleging the shipment by the said defendant, on September 23, 1916, from the State of New York into the State of Massachusetts, of a quantity of an article, contained in 12 packages, labeled "Mack's Perfectly Pure Uncolored Dalmatian Insect Powder," which was an adulterated and misbranded insecticide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that the statement, to wit, "Perfectly Pure Uncolored Dalmatian Insecticide Powder," borne on labels on the packages, purported and professed that the article was pure Dalmatian insect powder—that is to say, that it consisted of the powdered flower heads of a species of the pyrethrum plant from Dalmatia, whereas the strength and purity of the article fell below the said professed standard and quality in that, in fact and in truth, the article was not pure Dalmatian insect powder, that is to say, it did not consist of the powdered flower heads of a species of the pyrethrum plant from Dalmatia. Adulteration of the article was alleged further in that the statement, to wit, "Perfectly Pure Uncolored Dalmatian Insect Powder," borne on the labels of the packages, purported and professed that the article was pure Dalmatian insect powder—that is to say, that it consisted wholly of the powdered flower heads of a species of the pyrethrum plant from Dalmatia, whereas, in fact and in truth, it was not pure Dalmatian insect powder, that is to say, [it] did not consist wholly of the powdered flower heads of a species of the pyrethrum plant from Dalmatia, but another substance, to wit, powdered stems of a species of the pyrethrum plant, had been substituted wholly for powdered flower heads of a species of the pyrethrum plant from Dalmatia.

Misbranding of the article was alleged (1) in that the labels on the packages bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that the statement, "Perfectly Pure Uncolored Dalmatian Insect Powder," borne on the labels, represented that the article was pure Dalmatian insect powder, that is to say, that the article consisted of the powdered flower heads of a species of the pyrethrum plant from Dalmatia, whereas, in fact and in truth, the article was not pure Dalmatian insect powder, that is to say, it did not consist of the powdered flower heads of a species of the pyrethrum plant from Dalmatia, but consisted wholly of the powdered stems of a species of the pyrethrum plant; and in this, that the statement, "For Song Birds Harmless to Birds Death to Vermin * * * Directions. Rub powder into feathers of Bird with your hand. Never use a powder gun. Sprinkle freely on crevices of perches, and cage. Cover cage with soft cloth at night. Vermin will flee into cloth which can be washed thereby destroying vermin. Absolutely harmless to birds. Sure death to vermin. This powder may be applied to cats, dogs, and other pets," borne on the labels, represented that the article when applied to birds in the method and manner as directed, and when applied to cats, dogs, and other pets, would be effective against all vermin that infest birds, cats, dogs, and other pets, whereas, in fact and in truth, the article, when applied to birds in the method and manner as directed, and when applied to cats, dogs, or other pets, would not be effective against

all vermin that infest birds, cats, dogs, or other pets. Misbranding of the article was alleged further in that it was in package form, and the statement, " $\frac{1}{2}$ ounce Net," borne on the labels, represented that the contents of each of the packages were one-half ounce of the article, whereas the contents of each of the packages were not plainly and correctly stated on the outside of each of the packages, in that, in fact and in truth, the contents of each of the packages were not one-half ounce of the article.

On April 24, 1918, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$10.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *March 31, 1919.*

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436. Misbranding of "Buckeye Death King Louse Killer." U. S. v. The Buckeye Co. Plea of guilty. Fine, \$30 and costs. (I. & F. No. 596. Dom. No. 12282.)

On April 10, 1918, the United States attorney for the Northern District of Ohio, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against The Buckeye Co., a corporation, Lorain, Ohio, alleging the shipment by said defendant, on May 24, 1915, from the State of Ohio into the State of Pennsylvania, of a quantity of an article, contained in 36 cans, labeled "Buckeye Death King Louse Killer," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the labels on the cans bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne on the labels on the cans represented that the article, when applied in the method and manner directed, would destroy all vermin on hogs, sheep, dogs, cattle, and poultry, whereas, in fact and in truth, the article, when applied in the method and manner directed, would not destroy all vermin on hogs, sheep, dogs, cattle, or poultry; and in this, that statements borne on the labels on the cans represented that the article, when applied in the method and manner directed, would be effective against all worms and all bugs that infest plants, flowers, and vegetables, whereas, in fact and in truth, the article, when applied in the method and manner directed, would not be effective against all worms, or all bugs that infest plants, flowers, or vegetables. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances other than naphthalene and nicotine, which said inert substances and ingredients do not prevent, destroy, repel, or mitigate insects, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly, or at all, on each or any label affixed to any of the cans containing the article, nor, in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties and the total percentage of the said inert ingredients stated plainly and correctly, or at all, on each or any label affixed to any of the cans containing the article.

On April 27, 1918, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$30 and costs.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *March 31, 1919.*

437. Misbranding of "Kreso Dip No. 1." U. S. v. Parke, Davis & Co. Plea of nolo contendere. Fine, \$300 and costs. (I. & F. No. 85. Dom. No. 517.)

On March 13, 1913, the United States attorney for the Western District of Missouri, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Parke, Davis & Co., a corporation, doing business at Kansas City, Mo., alleging the shipment by said company, on March 24, 1911, from the State of Missouri into the State of Nebraska, of a quantity of an article, contained in 25 packages, labeled "Kreso Dip No. 1," which was misbranded within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information for the reason that the article was labeled and branded so as to deceive and mislead the purchaser, in that the labels on the packages bore the statement, "Kreso Dip No. 1. A combination of coal-tar derivatives and sulphur"; whereas the product was not in fact a combination of coal-tar derivatives and sulphur, but consisted of a coal-tar product, resin soap, and water. Misbranding of the article was alleged further for the reason that the article was labeled and branded so as to deceive and mislead the purchaser, in that the labels on the packages bore the statement, "Kreso Dip No. 1 as a disinfectant has the remarkable property of being able to destroy the most resistant disease germ in one minute, when used in the proportion of 1 part Dip to 75 parts warm soft water. For this purpose it can be used almost anywhere. * * * Something that will kill instantly is the only remedy that will promote a speedy and permanent cure. Kreso Dip No. 1 has this property and more; it has the power to destroy the most resistant disease germs in one minute, hence the protection afforded the animal against infection"; whereas, in truth and in fact, the product would not destroy in one minute or kill instantly the most resistant disease germs when used according to the directions stated on the label. Misbranding of the article was alleged further for the reason that the article was labeled and branded so as to deceive and mislead the purchaser, in that the labels on the packages bore a statement to the effect that the product was "non-carbolic"; whereas, in fact and in truth, the article was carbolic. Misbranding of the article was alleged further in that it consisted partially of an inert substance, namely, water, and that the name and percentage amount of the said inert ingredient were not stated on the labels on the packages. Misbranding of the article was alleged further in that the names and percentage amounts of each and every ingredient of the product having insecticidal or fungicidal properties were not stated on the labels on the packages.

A demurrer to the information, filed on October 31, 1913, was overruled. On May 8, 1918, a plea of nolo contendere was accepted to the first, third, and fourth averments of misbranding in the information, and on May 15, 1918, the defendant was fined \$300 and costs.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *March 31, 1919.*

438. Adulteration and misbranding of "Zenke's Liquid Fungicide." U. S. v. Fred A. Zenke (Zenke's Laboratories). Plea of guilty. Fine, \$50 and costs. (I. & F. No. 567. Dom. No. 12145.)

On December 6, 1917, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Fred A. Zenke, trading and doing business under the name and style of Zenke's Laboratories, Chicago, Ill., alleging the shipment by said defendant, on July 3, 1915, from the State of Illinois into the State of Wisconsin, of a quantity of an article, contained in 12 packages, labeled "Zenke's Liquid Fungicide," which was an adulterated and misbranded fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information, in that a statement, borne on the labels of the packages, purported and professed that the standard and quality of the article were such that it contained copper carbonate in a proportion not less than the equivalent of 4.27 per cent, and that it contained ammonium carbonate in a proportion not less than the equivalent of 24.41 per cent, and that it contained inert ingredients and substances in a proportion not greater than 71.32 per cent, whereas the strength and purity of the article fell below the said professed standard and quality in that, in truth and in fact, the article contained copper carbonate in a proportion less than the equivalent of 4.27 per cent, and contained ammonium carbonate in a proportion less than the equivalent of 24.41 per cent, and contained inert substances and ingredients in a proportion greater than 71.32 per cent.

Adulteration of the article was alleged further in that it was intended for use on vegetation, to wit, fruit trees, in the method and manner as directed by statements borne on the labels, whereas the article, when used and applied in the method and manner directed, would cause injury to the fruit and the foliage of certain kinds of fruit trees, to wit, the apple, the peach, and the Japanese plum.

Misbranding of the article was alleged (1) in that the packages bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement, borne on the labels of the packages, represented that the article contained copper carbonate in a proportion not less than the equivalent of 4.27 per centum, and that it contained ammonium carbonate in a proportion not less than the equivalent of 24.41 per centum, and that it contained inert substances and ingredients in a proportion not greater than 71.32 per centum, whereas, in truth and in fact, the article contained copper carbonate in a proportion less than the equivalent of 4.27 per centum, and contained ammonium carbonate in a proportion less than the equivalent of 24.41 per centum, and contained inert substances and ingredients in a proportion greater than 71.32 per centum; and in this, that a statement, borne on the labels of the packages, represented that the article, when used and applied in the strengths and proportions and in the method and manner directed, would prevent and cure all fungus diseases that affect fruits and plants and would not cause injury to fruit trees of any kind, whereas, in truth and in fact, the article, when used and applied in the strengths and proportions and in the method and manner directed, would not prevent or cure all fungus diseases that affect fruits and plants and would cause injury to the fruit and foliage of fruit trees of certain kinds, to wit, the apple, the peach, and the Japanese plum. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances other than copper, which said inert sub-

stances do not prevent, destroy, repel, or mitigate fungi, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly on each or any label on the packages containing the article, nor, in lieu thereof, were the names and the percentage amounts of each and every ingredient of the articles having fungicidal properties, and the total percentage of the said inert ingredients present in the article, stated plainly and correctly on each or any label of the packages containing the article.

On June 12, 1918, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$50 and costs.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *March 31, 1919.*

439. Adulteration and misbranding of "Nichols Bed-Bug Powder." U. S. v. Charles H. Nichols & Co. Plea of guilty. Fine, \$50. (I. & F. No. 563. Dom. No. 12247.)

On November 28, 1917, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Charles H. Nichols & Co., a corporation, Chicago, Ill., alleging the shipment by said company, on March 29, 1916, from the State of Illinois into the State of Virginia, of a quantity of an article, contained in 72 cans, labeled "Nichols Bed-Bug Powder," which was an adulterated and misbranded insecticide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that the statement, to wit, "Pyrethrum Powder 25%," borne on the labels of the cans, purported and professed that the standard and quality of the article were such that it contained pyrethrum powder in a proportion not less than 25 per cent, whereas, in truth and in fact, the strength and purity of the article fell below the said professed standard and quality, in that the article did not contain any pyrethrum powder.

Misbranding of the article was alleged further (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels of the cans represented that the article contained pyrethrum powder in a proportion not less than 25 per cent, whereas, in fact and in truth, the article did not contain any pyrethrum powder; and in this, that a statement borne on the labels of the cans represented that the article, when used and applied in the method and manner directed, would be effective against bedbugs and all other insects that infest households, whereas, in fact and in truth, the article, when used and applied in the method and manner directed, would not be effective against bedbugs and all other insects that infest households. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances which do not prevent, destroy, repel, or mitigate insects, and the names and percentage amounts of the said inert ingredients were not stated plainly and correctly on each or any of the labels, nor in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredients present in the article, stated plainly and correctly on each or any of the labels. Misbranding of the article was alleged further as follows: In this, that statements borne on cards inclosed in and with the cans of the article were false and misleading in that they represented that the article, when used and applied in the method and manner directed, would destroy and would be effective against bedbugs and every species of insect life, whereas, in fact and in truth, the article, when used and applied in the method and manner directed, would not destroy and would not be effective against bedbugs and every species of insect life.

On June 19, 1918, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$50.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., March 31, 1919.

440. Misbranding of "Sanitary Nesting Hair." U. S. v. Aschenbach & Miller. Plea of guilty. Fine, \$25. (I. & F. No. 604. Dom. Nos. 12517, 12852.)

At the June term, 1918, of the District Court of the United States for the Eastern District of Pennsylvania, the United States attorney for said district, acting upon a report by the Secretary of Agriculture, filed in the said court an information against Aschenbach & Miller, a corporation, Philadelphia, Pa., alleging the shipment by said defendant, on April 29, 1916, from the State of Pennsylvania into the State of Arizona, of a quantity contained in 12 cartons, and on August 23, 1916, from the State of Pennsylvania into the State of Louisiana, of a quantity contained in 6 cartons, of an article labeled "Sanitary Nesting Hair. Will keep the young birds in health and free from vermin. Prepared by Philad'a Bird Food Co. 400 North Third Street Philadelphia, Pa.," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article in each shipment was alleged in the information (1) in that the labels on the cartons bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels of the cartons represented that the article would keep young birds in health and free from vermin, whereas, in fact and in truth, the article would not keep young birds in health and free from vermin. Misbranding of the article was alleged further in that it consisted wholly of inert substances and ingredients, to wit, hair and a small proportion of lime, which said inert substances and ingredients do not prevent, destroy, repel, or mitigate insects that infest birds, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly, or at all, on each or any label printed on or affixed to any of the cartons containing the article.

On June 21, 1918, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$25.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *March 31, 1919.*

441. Adulteration and misbranding of "Kirke's Arsenate of Lead and Glucose Compound." U. S. v. Kirke Chemical Co. Plea of guilty. Fine, \$100, including six other offenses. (I. & F. No. 540. Dom. No. 11307.)

On May 8, 1918, the United States attorney for the Eastern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Kirke Chemical Co., a corporation, Brooklyn, N. Y., alleging the shipment by said defendant, on May 10, 1916, from the State of New York into the State of Maryland, of a quantity of an article, contained in six packages, labeled "Kirke's Arsenate of Lead and Glucose Compound," which was an adulterated and misbranded insecticide within the meaning of the Insecticide Act of 1910. It was alleged that the six packages of the article were inclosed in two cartons, and that packed in a box, with the cartons containing the packages of the article, were printed booklets entitled "Fertilize While Watering or Destroy Insects by the Kirke System," which booklets contained the following statements: "Kirke System. Directions for Use. Unwrap the Cartridge. Unscrew the top from the Feeder. Place the naked Cartridge in the Feeder. Replace the top again to the Feeder, and screw tight to prevent leakage. Attach the Feeder top-end to the faucet, or between the hose and nozzle. If Feeder is attached to faucet then attach hose to bottom of Feeder. If Feeder is attached to the nozzle-end of the hose, then attach nozzle to bottom of Feeder. Turn on the faucet to usual flow and water at will."

Adulteration of the article was alleged in the information in that it was intended for use on vegetation, to wit, trees and plants which are infested by the asparagus beetle, the brown-tail moth, the bug-moth, the canker worm, caterpillars, the codling moth, the cranberry worm, the cucumber beetle, the curculio, the currant worm, the elm-leaf beetle, the flea-beetle, the grape-root worm, the gypsy moth, the potato bug, the rose chafer, and the tobacco worm, and the article contained a substance or substances which, when the article was used and applied in the method and manner directed by the statements in the booklets, would cause injury to tender plants and foliage of such vegetation.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne on the labels of the packages and statements contained in the booklets represented that the article, when used and applied in the method and manner directed by the statements in the booklets, would be effective against the asparagus beetle, the brown-tail moth, the bug-moth, the canker worm, caterpillars, the codling moth, the cranberry worm, the cucumber beetle, the curculio, the currant worm, the elm-leaf beetle, the flea-beetle, the grape-root worm, the gypsy moth, the potato bug, the rose chafer, and the tobacco worm, and all other insects that attack foliage or fruit, and that the article, when used and applied in the method and manner directed by statements in the booklets, would produce a spray uniform and even in strength, and that the article, when used and applied on any trees or plants infested by any of the insects aforesaid, in the method and manner directed by statements in the booklets, would not cause injury to the foliage of any such trees or plants, whereas, in fact and in truth, the article, when used and applied in the method and manner directed, would not be effective against the asparagus beetle, the brown-tail moth, the bug-moth, the canker worm, the caterpillar, the codling moth, the cranberry worm, the cucumber beetle, the curculio, the currant worm, the elm-leaf beetle, the flea-beetle, the grape-root worm, the gypsy moth, the potato bug, the rose chafer, the tobacco worm, or

all other insects that attack foliage or fruit, and the article, when used and applied in the method and manner directed, would not produce spray uniform and even in strength, and the article, when used and applied on certain trees and plants infested by certain of the insects aforesaid, in the method and manner directed, would cause injury to the foliage of such trees or plants. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances other than lead arsenate, which said inert substances and ingredients do not prevent, destroy, repel, or mitigate insects, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly on each or any label affixed to each or any of the packages or the carton inclosing the packages, nor, in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredients present in the article, stated plainly and correctly on each or any label on or affixed to each or any of the packages or cartons.

On June 28, 1918, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$100 as a penalty for this and six other offenses. (See Notices of Judgment Nos. 442, 443, 444, 445, 446, and 447,)

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *March 31, 1919.*

442. Adulteration and misbranding of "Kirke's Tobacco Nicotine Compound." U. S. v. Kirke Chemical Co. Plea of guilty. Fine, \$100, including six other offenses. (I. & F. No. 541. Dom. No. 11308.)

On May 8, 1918, the United States attorney for the Eastern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Kirke Chemical Co., a corporation, Brooklyn, N. Y., alleging the shipment by said defendant, on May 10, 1916, from the State of New York into the State of Maryland, of a quantity of an article, contained in 12 packages, labeled "Kirke 'Tobacco' Nicotine Compound," which was an adulterated and misbranded insecticide within the meaning of the Insecticide Act of 1910. It was alleged that the 12 packages of the article were inclosed in a carton, and that packed in the carton with the packages of the article were printed booklets entitled "Fertilize While Watering or Destroy Insects by the Kirke System," which booklets contained the following statements: "Kirke System. Directions for Use. Unwrap the Cartridge. Unscrew the top from the Feeder. Place the naked Cartridge in the Feeder. Replace the top again to the Feeder, and screw tight to prevent leakage. Attach the Feeder, top-end to the faucet, or between the hose and nozzle. If Feeder is attached to faucet then attach hose to bottom of Feeder. If Feeder is attached to the nozzle-end of the hose, then attach nozzle to bottom of Feeder. Turn on the faucet to usual flow and water at will."

Adulteration of the article was alleged in the information in that the statement borne on the labels affixed to the packages, to wit, "Nicotine 4.25%, Inert Matter, 95.75%," purported and professed that the standard and quality of the article were such that it contained nicotine in the proportion of 4.25 per cent and that it contained inert matter in the proportion of 95.75 per cent, whereas, in fact and in truth, the article contained nicotine in the proportion less than 4.25 per cent, and it contained inert matter in the proportion greater than 95.75 per cent.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that the statement, borne on the labels of the packages, to wit, "Nicotine 4.25%, Inert Matter 95.75%," represented that the article consisted of nicotine in the proportion of 4.25 per cent, and that it consisted of inert matter, that is to say, ingredients which do not prevent, destroy, repel, or mitigate insects, in the proportion of 95.75 per cent, whereas, in fact and in truth, the article consisted of nicotine in a proportion less than 4.25 per cent, and it consisted of inert matter, that is to say, ingredients which do not prevent, destroy, repel, or mitigate insects, in a proportion greater than 95.75 per cent; and in this, that statements borne on the labels of the packages and statements contained in the booklets represented that the article, when used and applied in the method and manner directed by the statements in the booklets, would produce an even and uniform distribution of the article over lawns or gardens, and would be effective against aphids, thrips, plant lice, leaf-hoppers, the green fly, the mealy bug, the canker worm, and the currant worm, whereas, in fact and in truth, the article, when used and applied in the method and manner directed, would not produce an even and uniform distribution of the article over lawns or gardens, and would not be effective against aphids, thrips, plant lice, leaf-hoppers, the green fly, the mealy bug, the canker worm, or the currant worm.

On June 28, 1918, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$100 as a penalty for this and six other offenses. (See Notices of Judgment Nos. 441, 443, 444, 445, 446, and 447.)

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *March 31, 1919.*

443. Adulteration and misbranding of "Kirke Fly-Maggot Compound (Disinfectant and Germicide)." U. S. v. Kirke Chemical Co. Plea of guilty. Fine, \$100, including six other offenses. (I. & F. No. 542. Dom. No. 11305.)

On May 8, 1918, the United States attorney for the Eastern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Kirke Chemical Co., a corporation, Brooklyn, N. Y., alleging the shipment by said defendant, on May 10, 1916, from the State of New York into the State of Maryland, of a quantity of an article, contained in six packages, labeled "Kirke Fly-Maggot Compound (Disinfectant and Germicide)," which was an adulterated and misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910. It was alleged that the six packages of the article were inclosed in a carton, and that packed in the carton with the packages of the article were printed booklets entitled "Fertilize While Watering or Destroy Insects by the Kirke System," which booklets contained the following statements: "Kirke System. Directions for Use. Unwrap the Cartridge. Unscrew the top from the Feeder. Place the naked Cartridge in the Feeder. Replace the top again to the Feeder, and screw tight to prevent leakage. Attach the Feeder, top-end to the faucet, or between the hose and nozzle. If feeder is attached to faucet then attach hose to bottom of Feeder. If Feeder is attached to the nozzle-end of the hose, then attach nozzle to bottom of Feeder. Turn on the faucet to usual flow and water at will."

Adulteration of the article was alleged in the information in that a statement borne on the labels affixed to the packages purported and professed that the standard and quality of the article were such that it was twenty times as powerful, as a germicide, as is pure carbolic acid, whereas the strength of the article fell below the said professed standard and quality in that, in fact and in truth, the article was much less than twenty times as powerful, as a germicide, as is pure carbolic acid.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels of the packages represented that the article was the most highly developed type of disinfectant and germicide, and that it was twenty times more powerful, as a germicide, than is pure carbolic acid, whereas, in fact and in truth, the article was not the most highly developed type of disinfectant and germicide, and the article was much less than twenty times as powerful, as a germicide, as is pure carbolic acid; and in this, that statements borne on the labels of the packages and statements contained in the booklets represented that the article, when used and applied in the method and manner directed by the statements in the booklets, would be effective against fly-maggots, whereas, in fact and in truth, the article, when used and applied in the method and manner directed, would not be effective against fly-maggots; and in this, that statements contained in the booklets represented that the article, when used and applied in the method and manner directed by the statements, would produce an even and uniform distribution of the article over lawn or garden, whereas, in fact and in truth, the article, when used and applied in the method and manner directed, would not produce an even and uniform distribution of the article over lawn or garden.

On June 28, 1918, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$100 as a penalty for this and six other offenses. (See Notices of Judgment Nos. 441, 442, 444, 445, 446, and 447.)

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *March 31, 1919.*

441. Misbranding of "Kirke Black Ant Destroyer." U. S. v. Kirke Chemical Co. Plea of guilty. Fine, \$100, including six other offenses. (I. & F. No. 543. Dom. No. 11304.)

On May 8, 1918, the United States attorney for the Eastern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Kirke Chemical Co., a corporation, Brooklyn, N. Y., alleging the shipment by said defendant, on May 10, 1916, from the State of New York into the State of Maryland, of a quantity of an article, contained in six packages, labeled "Kirke Black Ant Destroyer," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910. It was alleged that each of the six packages of the article bore the following statements: "Kirke Black Ant Destroyer. To destroy Black Ants, place this cartridge in a Kirke Feeder, attach between faucet and hose. Then sprinkle, same as ordinarily. The ants will disappear." It was alleged further that the six packages of the article were inclosed in a carton, and that packed in the carton with the packages of the article were printed booklets entitled "Fertilize While Watering or Destroy Insects by the Kirke System," which booklets contained the following statements: "Kirke System. Directions for Use. Unwrap the Cartridge. Unscrew the top from the Feeder. Place the naked Cartridge in the Feeder. Replace the top again to the Feeder, and screw tight to prevent leakage. Attach the Feeder, top-end to the faucet, or between the hose and nozzle. If Feeder is attached to faucet then attach hose to bottom of Feeder. If Feeder is attached to the nozzle-end of the hose, then attach nozzle to bottom of Feeder. Turn on the faucet to usual flow and water at will."

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels of the packages, and statements borne on the carton, and statements contained in the booklets, represented that the article, when used and applied in the method and manner directed by the statement on the labels of the packages and the statements in the booklets, would be effective against black ants, whereas, in fact and in truth, the article, when used and applied in the method and manner directed, would not be effective against black ants; and in this, that statements contained in the booklets represented that the application of the article to lawns and gardens, in the method and manner directed by said statements, would produce an even and uniform distribution of the article over such lawns and gardens, whereas, in fact and in truth, the article when applied to lawns or gardens in the method and manner directed, would not produce an even and uniform distribution of the article.

On June 28, 1918, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$100 as a penalty for this and six other offenses. (See Notices of Judgment Nos. 441, 442, 443, 445, 446, and 447.)

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., March 31, 1919.

445. Adulteration and misbranding of "Kirke's Hot-house Special Tobacco Nicotine Compound." U. S. v. Kirke Chemical Co. Plea of guilty. Fine, \$100, including six other offenses. (I. & F. No. 545. Dom. No. 11309.)

On May 8, 1918, the United States attorney for the Eastern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Kirke Chemical Co., a corporation, Brooklyn, N. Y., alleging the shipment by said defendant, on May 10, 1916, from the State of New York into the State of Maryland, of a quantity of an article, contained in six packages, labeled "Kirke Hot-house Special Nicotine Compound," which was an adulterated and misbranded insecticide within the meaning of the Insecticide Act of 1910. It was alleged that the six packages of the article were inclosed in a carton, and that packed in the carton with the packages of the article were printed booklets entitled "Fertilize While Watering or Destroy Insects by the Kirke System," which booklets contained the following statements: "Kirke System. Directions for Use. Unwrap the Cartridge. Unscrew the top from the Feeder. Place the naked Cartridge in the Feeder. Replace the top again to the Feeder, and screw tight to prevent leakage. Attach the Feeder, top-end to the faucet, or between the hose and nozzle. If Feeder is attached to faucet then attach hose to bottom of Feeder. If Feeder is attached to the nozzle-end of the hose, then attach nozzle to bottom of Feeder. Turn on the faucet to usual flow and water at will."

Adulteration of the article was alleged in the information in that the statement, to wit, "Nicotine 8.50%, Inert Matter 91.50%," borne on the labels affixed to the packages purported and professed that the standard and quality of the article were such that it contained nicotine in the proportion of 8.50 per cent, whereas the strength and purity of the article fell below the said professed standard and quality, in that, in fact and in truth, it contained nicotine in a proportion less than 8.50 per cent.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels of the packages represented that the article contained nicotine in the proportion of 8.50 per centum, whereas, in fact and in truth, the article contained nicotine in a proportion less than 8.50 per centum; and in this, that a statement borne on the labels of the packages, and statements contained in the booklets, represented that the use and application of the article in the method and manner directed by the statements in the booklets would insure an even and positive distribution of said article, and that the article, when used and applied in the said method and manner, would be effective against soft-bodied sucking insects, whereas, in fact and in truth, the use and application of the article in the method and manner directed would not insure an even and positive distribution of the article, and the article, when used and applied in said method and manner, would not be effective against soft-bodied sucking insects; and in this, that statements contained in the booklets represented that the article, when used and applied in the method and manner directed by the statements in the booklets, would be effective against all insect pests that attack or infest plants in hothouses, whereas, in fact and in truth, the article, when used and applied in the method and manner directed, would not be effective against all insect pests that attack or infest plants in hothouses. Misbranding of the article was alleged further, in that it consisted partially of inert substances, to wit, substances other than nicotine

and soap, which said inert ingredients do not prevent, destroy, repel, or mitigate insects, and the names and percentage amounts of each and every one of the said inert ingredients were not stated plainly or correctly on any label affixed to the packages or carton, nor, in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredients present in the article, stated plainly and correctly on each or any label affixed to the packages or the carton.

On June 28, 1918, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$100 as a penalty for this and six other offenses. (See Notices of Judgment Nos. 441, 442, 443, 444, 446, and 447.)

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *March 31, 1919.*

446. Adulteration and misbranding of "Kirke Soluble Sulphur Compound," U. S. v. Kirke Chemical Co. Plea of guilty. Fine, \$100, including six other offenses. (I. & F. No. 546. Dom. No. 11314.)

On May 8, 1918, the United States attorney for the Eastern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Kirke Chemical Co., a corporation, Brooklyn, N. Y., alleging the shipment by said defendant, on May 10, 1916, from the State of New York into the State of Maryland, of a quantity of an article, contained in six packages, labeled "Kirke Soluble Sulphur Compound," which was an adulterated and misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910. It was alleged that the six packages of the article were inclosed in a carton, and that packed in the carton with the packages of the article were printed booklets entitled "Fertilize While Watering or Destroy Insects by the Kirke System," which booklets contained the following statements: "Kirke System. Directions for Use. Unwrap the Cartridge. Unscrew the top from the Feeder. Place the naked Cartridge in the Feeder. Replace the top again to the Feeder, and screw tight to prevent leakage. Attach the Feeder, top-end to the faucet, or between the hose and nozzle. If Feeder is attached to faucet then attach hose to bottom of Feeder. If Feeder is attached to the nozzle-end of the hose, then attach nozzle to bottom of Feeder. Turn on the faucet to usual flow and water at will."

Adulteration of the article was alleged in the information in that a statement borne on labels affixed to the packages purported and professed that the standard and quality of the article were such that it contained sodium polysulphid in a proportion not less than 49.84 per cent, and that it contained sodium thiosulphate in the proportion of 22.25 per cent, and that it contained free sulphur in the proportion of 3.56 per cent, and that it contained sodium sulphate in the proportion of 5.34 per cent, and that it contained an inert ingredient in the proportion of 19.01 per cent, whereas the strength and purity of the article fell below the said professed standard and quality in that, in fact and in truth, the article contained sodium polysulphid in a proportion less than 49.84 per cent, and contained sodium thiosulphate in a proportion greater than 22.25 per cent, and contained free sulphur in a proportion greater than 3.56 per cent, and contained inert ingredients in a proportion greater than 19.01 per cent.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels of the packages represented that the article contained sodium polysulphid in a proportion not less than 49.84 per cent, that it contained sodium thiosulphate in the proportion of 22.25 per cent, and that it contained free sulphur in the proportion of 3.56 per cent, and that it contained sodium sulphate in the proportion of 5.34 per cent, and that it contained an inert ingredient in the proportion of 19.01 per cent, whereas, in fact and in truth, the article contained sodium polysulphid in a proportion less than 49.84, per cent, and it contained sodium thiosulphate in a proportion greater than 22.25 per cent, and it contained free sulphur in a proportion greater than 3.56 per cent, and it contained sodium sulphate in a proportion greater than 5.34 per cent, and it contained inert ingredients in a proportion greater than 19.01 per cent; and in this, that statements contained in the booklets represented that the article, when used and applied in the method and manner directed by the statements in the

booklets, would dissolve evenly and insure a positive distribution of uniform strength over gardens, and would be effective against fungus diseases that attack small fruits and field crops, such as the apple, the pear, the cherry, and the peach, as well as greenhouse plants, whereas, in fact and in truth, the article, when used and applied in the method and manner directed, would not dissolve evenly or insure a positive distribution of uniform strength over gardens, and would not be effective against any of the fungus diseases that attack small fruits and field crops, such as the apple, the pear, the cherry, and the peach, as well as greenhouse plants; and in this, that a statement borne on the labels of the packages, and statements contained in the booklets, represented that the article, when used and applied in the dormant season and in the method and manner directed by the statements in the booklets, would be effective against apple aphid, pear psylla, blister mite, apple scab, and many other pests and diseases that attack or affect fruit trees, whereas, in fact and in truth, the article, when used and applied in the dormant season and in the method and manner directed, would not be effective against apple aphid, pear psylla, blister mite, apple scab, or many other pests and diseases that attack or affect fruit trees. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances other than sodium polysulphid, sodium thiosulphate, free sulphur, and dry soap, which said inert ingredients do not prevent, destroy, repel, or mitigate insects or fungi, and the names and percentage amounts of each of the said inert ingredients were not stated plainly and correctly on each or any label affixed to the packages or cartons, nor, in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the said inert ingredients present in the article, stated plainly and correctly on each or any label affixed to the packages or cartons.

On June 28, 1918, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$100 as a penalty for this and six other offenses. (See Notices of Judgment Nos. 441, 442, 443, 444, 445, and 447.)

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., March 31, 1919.

447. Adulteration and misbranding of "Kirke Bordeaux Cartridge." U. S. v. Kirke Chemical Co. Plea of guilty. Fine, \$100, including six other offenses. (I. & F. No. 548. Dom. No. 11310.)

On May 8, 1918, the United States attorney for the Eastern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Kirke Chemical Co., a corporation, Brooklyn, N. Y., alleging the shipment by said defendant, on May 10, 1916, from the State of New York into the State of Maryland, of a quantity of an article, contained in six packages, labeled "Kirke Bordeaux Cartridge," which was an adulterated and misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910. It was alleged that the six packages of the article were inclosed in a carton, and that packed in the carton with the packages of the article were printed booklets entitled "Fertilize While Watering or Destroy Insects by the Kirke System," which booklets contained the following statements: "Kirke System. Directions for Use. Unwrap the Cartridge. Unscrew the top from the Feeder. Place the naked Cartridge in the Feeder. Replace the top again to the Feeder, and screw tight to prevent leakage. Attach the Feeder, top-end to the faucet, or between the hose and nozzle. If Feeder is attached to faucet then attach hose to bottom of Feeder. If Feeder is attached to the nozzle-end of the hose, then attach nozzle to bottom of Feeder. Turn on the faucet to usual flow and water at will."

Adulteration of the article was alleged in the information in that the statement, to wit, "Kirke Bordeaux Cartridge," borne on the labels affixed to the packages purported and represented that the article was a preparation known as "Bordeaux mixture," whereas, in fact, and in truth, a substance, to wit, a sugar or sugars, had been substituted in part in the article for Bordeaux mixture. Adulteration of the article was alleged further in that it was intended to be used on vegetation, to wit, fruit trees, whereas the said article, when used and applied on certain kinds of fruit trees, to wit, apple trees, peach trees, and Japanese plum trees, in the method and manner directed by statements contained in the booklets, would cause injury to the foliage of certain kinds of fruit trees, to wit, apple trees, peach trees, and Japanese plum trees.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels of the packages and on the carton represented that the article was a preparation known as "Bordeaux mixture," whereas, in fact and in truth, the article was a mixture of the preparation known as "Bordeaux mixture" and other substances, to wit, sugar or sugars; and in this, that a statement borne on the labels of the packages, and statements contained in the booklets, represented that the article, when used and applied in the method and manner directed by the statements contained in the booklets, would insure a positive and even distribution of the article over lawn and garden; and that the article, when used and applied in the method and manner directed by the statements contained in the booklets, would be effective against black rot, bitter rot, downy mildew, leaf spot, scab, sooty fungus, blight, rust, wilt, and all other fungus diseases that affect plants, and that the article, when used and applied in the method and manner directed by the statements contained in the booklets, would be an effective deterrent for insect pests that attack or infest garden plants, such as flea-beetles and grape root-worm beetles; and that the article, when used and applied in the method and manner directed by the statements contained in the booklets, would not

cause injury to any plant on which it was so used and applied; whereas, in fact and in truth, the article, when used and applied in the method and manner directed, would not insure a positive and even distribution of the article over lawn and garden; and the article, when used and applied in the method and manner directed, would not be effective against black rot, bitter rot, downy mildew, leaf spot, scab, sooty fungus, blight, rust, wilt, or all other fungus diseases that affect plants; and the article, when used and applied in the method and manner directed would not be an effective deterrent for insect pests that attack or infest garden plants such as flea-beetles and grape root-worm beetles; and the article, when used and applied in the method and manner directed, would cause injury to the foliage of certain kinds of fruit trees, to wit, the apple, the peach, and the Japanese plum.

On June 28, 1918, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$100 as a penalty for this and six other offenses. (See Notices of Judgment Nos. 441, 442, 443, 444, 445, and 446.)

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *March 31, 1919.*

448. Misbranding of "London Purple." U. S. v. Brunswick Drug Co. Plea of guilty. Fine, \$50. (I. & F. No. 602. Dom. No. 12696.)

On May 29, 1918, the United States attorney for the Southern District of California, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Brunswick Drug Co., a corporation, Los Angeles, Calif., alleging the shipment by said defendant, on September 20, 1916, from the State of California into the State of Arizona, of 25 pounds of an article, contained in 25 cartons, labeled "London Purple," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that it contained arsenic in combinations thereof and in water-soluble form, and the amount of said arsenic in water-soluble form so contained in the article was not stated, expressed as per cent of metallic arsenic, or at all, on each or any label affixed to the cartons containing the article. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances other than calcium arsenite and calcium arsenate, which said inert substances and ingredients did not and do not prevent, destroy, repel, or mitigate insects, and the names and the percentage amounts of each and every one of the said inert ingredients so contained in the article were not stated plainly and correctly, or at all, on each or any label affixed to the cartons containing the article, nor, in lieu thereof, were the names and the percentage amounts of each any every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredients so contained in the article, stated plainly and correctly, or at all, on each or any label affixed to the cartons.

On July 6, 1918, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$50.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *March 31, 1919.*

449. Misbranding of "Creoseptine." U. S. v. The American Manufacturing Co. (The Conrad Wood Preserving Co.). Plea of guilty. Fine, \$30. (I. & F. No. 581. Dom. No. 12156.)

On October 4, 1918, the United States attorney for the District of Minnesota, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against The American Manufacturing Co., a corporation, trading and doing business under the name and style of The Conrad Wood Preserving Co., Minneapolis, Minn., alleging the shipment by said defendant, on April 18, 1916, from the State of Minnesota into the State of Kansas, of 12 gallons of an article, contained in 12 cans, labeled "Creoseptine," which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the labels of the packages bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne on the labels affixed to the cans represented that the article, when applied in the method and manner directed, would exterminate and would be effective against chicken lice, whereas, in fact and in truth, the article, when applied in the method and manner directed, would not exterminate and would not be effective against chicken lice; and in this, that statements borne on the labels of the cans represented that the article, when applied in the method and manner directed, would prevent the infection of hog cholera and chicken cholera, whereas, in fact and in truth, the article, when applied in the method and manner directed, would not prevent the infection of hog cholera, and would not prevent the infection of chicken cholera; and in this, that statements borne on the labels of the cans represented that the article was a powerful disinfectant and deodorizer, and that the article, when used and applied to stables would prevent the contagion of infectious or contagious diseases that affect cattle, horses, sheep, or swine, and that the article would deodorize stalls and free them of all vermin, whereas, in fact and in truth, the article was not a powerful disinfectant or deodorizer, and the article, when used and applied to stables, would not prevent the contagion of infectious or contagious diseases that affect cattle, horses, sheep, or swine, and would not deodorize stalls, and would not free them of all vermin; and in this, that statements borne on the labels of the cans represented that the article, when applied to fruit trees or shade trees, would protect such trees from all wood-worms, all caterpillars, all ants, and all other insects that gain access to such trees by mounting the trunks, whereas, in fact and in truth, the article, when applied to fruit trees or shade trees, would not protect such trees from all wood-worms, all caterpillars, all ants, or all other insects that gain access to such trees by mounting the trunks; and in this, that statements borne on the labels of the cans represented that the article could be applied in such a manner as to exterminate bedbugs and roaches, whereas, in fact and in truth, the article could not be applied in such a manner as to exterminate bedbugs and roaches. Misbranding of the article was alleged further in that it consisted partially of an inert substance, to wit, water, which said substance does not prevent, destroy, repel, or mitigate insects or fungi, and the name and percentage amount of the said inert ingredient were not stated plainly and correctly on each or any label affixed to the cans, nor, in lieu thereof, were the names and percentage amounts of each and every ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the said

inert ingredient present in the article, stated plainly and correctly on each or any label affixed to the cans.

On October 11, 1918, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$30.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., March 31, 1919.

450. Misbranding of "Shoemaker's Disinfectant." U. S. v. Richard M. Shoemaker, Thomas E. Shoemaker, and Benjamin H. Shoemaker, Jr. (Robert Shoemaker & Co.). Plea of guilty. Fine, \$25. (I. & F. No. 644. Dom. No. 13369.)

On October 21, 1918, the United States attorney for the Eastern District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Richard M. Shoemaker, Thomas E. Shoemaker, and Benjamin H. Shoemaker, jr., trading and doing business under the name and style of Robert Shoemaker & Co., Philadelphia, Pa., alleging the shipment by said defendants, on March 26, 1917, from the State of Pennsylvania into the State of New Jersey, of a quantity of an article, contained in six bottles, labeled "Shoemaker's Disinfectant," which was a misbranded fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the labels of the packages bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne on the labels affixed to the bottles represented that the article, when used in the method and manner directed, was a powerful deodorizing and disinfecting agent, would destroy all odors and disinfect the most foul places, would neutralize all poisonous gases, would arrest animal and vegetable decomposition, would prevent infection of contagious diseases, would act as a disinfectant in contagious diseases, and would purify sewers, water-closets, and all foul places, whereas, in fact and in truth, the article, when used in the method and manner directed, was not a powerful deodorizing and disinfecting agent, would not destroy all odors and disinfect the most foul places, would not neutralize all poisonous gases, would not arrest animal and vegetable decomposition, would not prevent infection of contagious diseases, would not act as a disinfectant in contagious diseases, and would not purify sewers, water-closets, and all foul places. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, water, sodium chloride, and calcium chloride, which said inert substances and ingredients did not and do not prevent, destroy, repel, or mitigate fungi, to wit, putrefactive and pathogenic bacteria, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly on each or any label affixed to the bottles containing the article, nor in lieu thereof were the names and the percentage amounts of each and every ingredient of the article having fungicidal properties, and the total percentage of the said inert ingredients present in the article, stated plainly and correctly on each or any label affixed to the bottles.

On October 23, 1918, the defendants entered pleas of guilty to the information, and the court imposed a fine of \$25.

C. F. MARVIN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *March 31, 1919.*